CONSTITUTIONAL LAW—INTERSTATE COMMERCE—STATE REGULATION OF GAS RATES.—The plaintiff company piped natural gas from its wells in Pennsylvania directly to its consumers in New York. The Public Service Commission of New York proposed to fix the gas rates to be charged the consumer. The plaintiff sued out a writ of prohibition, alleging that the attempted regulation was an interference with interstate commerce. *Held,* that the writ should be vacated, because the regulation was local and in a field which Congress had not occupied. *Pennsylvania Gas Co. v. Public Service Commission* (1920) 40 Sup. Ct. 279.

It is well settled that interstate transmission of oil or gas by pipe line is interstate commerce. *West v. Kansas Natural Gas Co.* (1911) 221 U. S. 229, 31 Sup. Ct. 564. And this is true where the pipe line owner also owns the commodity transmitted. *Pipe Line Cases* (1914) 234 U. S. 548, 34 Sup. Ct. 956. It is generally stated that a transaction remains interstate commerce while the goods remain in the "original packages." *Leisy v. Hardin* (1890) 135 U. S. 100, 10 Sup. Ct. 681 (state statute forbidding sale of liquor held invalid). The principal case held gas to be the subject of interstate commerce up to and including its sale to the consumer. But the decision was carefully distinguished from the case where an intervening local concern received the gas and itself dealt with the consumer. The gas was said to have there lost its interstate character and become wholly subject to state regulation. *Public Utilities Commission v. Landon* (1919) 249 U. S. 236, 39 Sup. Ct. 268. It is submitted that any attempt to draw an exact line where federal control ends and state control begins is generally both difficult and misleading. *Cf. Western Union v. Foster* (1918) 247 U. S. 105, 38 Sup. Ct. 438 (interstate telegrams); *cf. Hall v. Geiger-Jones Co.* (1917) 242 U. S. 539, 37 Sup. Ct. 217 (interstate commerce in stocks). Films though in their "original packages" in the hands of the consignee, have been forbidden exhibition by state censorship regulations. *Mutual Film Corporation v. Ohio Industrial Commission* (1915) 236 U. S. 230, 35 Sup Ct. 387. It is enough to say the state may regulate where Congress has not acted, if the subject does not require national uniformity. See (1920) 29 YALE LAW JOURNAL, 456. But "the federal power is paramount and continues until the commodity has ceased to be the subject of discriminating legislation by reason of its foreign character." See *Welton v. Missouri* (1876) 91 U. S. 275, 282. For an excellent discussion of the power of a state to change the rates of a public service corporation established by contract, see Burdick, *Regulating Franchise Rates* (1920) 29 YALE LAW JOURNAL, 589.

CONTRACTS—ENTIRE OR SEVERABLE—INTENT OF PARTIES.—The defendant contracted to build a sea-wall for the plaintiff city. Payment was to be made in installments estimated on the basis of each cubic yard of excavation, rip-rap and fill accepted by the city engineer each month, and a balance on completion. A stipulation placed the risk of loss of work and material on the defendant. When the structure was nearly complete, a storm seriously damaged the wall. The defendant refused to make repairs, claiming that the contract was severable and that the stipulation did not apply to work performed and accepted. The plaintiff sued to recover damages for this refusal. *Held,* that the plaintiff should recover. *City of Bridgeport v. T. A. Scott Co.* (1920, Conn.) 109 Atl. 162.

After partial performance the entirety or severability of a contract becomes a very important factor in determining the promisor's position. Has he a right to all or part of the price? Has he the privilege of retaining it after payment, when he becomes unwilling or unable to continue, or when the works are destroyed? Is he under a duty to complete performance or answer in damages for breach? In deciding any one of these issues the decisions of the courts as to entirety or severability have been the same upon similar facts. The cases